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City of St. Paul gave the defendant the right to construct a freight house on a public levee, basing the grant on the city charter, which provided that the city council shall have power to grant the right of way over public streets. It was held invalid on the ground that the city authorities may agree with a railroad company to use its streets or levees for tracks but not for freight houses.

Negotiable Paper—Bank Check—Liability of Bank.—*Cincinnati H. & D. Ry. Co. v. Metropolitan National Bank*, 42 N. E. Rep. 700 (Ohio). The giving of a check is not the assignment of so much of the creditor's claim on the bank, and the holder of the check, unless it has been accepted, cannot maintain an action against a bank for refusal to pay it, although the drawer has to his credit on the books of the bank a sum more than sufficient to meet the check.

Slander—What Constitutes—Dishonor of a Check.—*Svendsen v. State Bank of Duluth*, 65 N. W. Rep., 1086 (Minn.) The refusal of a bank to pay the check of a depositor, who is a merchant or trader, when it has sufficient funds of the maker in its hands to pay the same, amounts to a slander and the depositor is entitled to recover general compensatory damages against the bank.

Surety—Discharge of Mortgage—Estoppel.—*Parke & Lacy Co. v. White River Lumber Co. et al.*, 43 Pac. Rep. 202 (Cal.) The discharge of a mortgage given by a surety to secure a contract will not discharge a note given for the same purpose but not connected with the contract.

Torts—Injuring Plaintiff's Business—Liability of Master.—*Graham v. St. Charles St. Ry. Co. et al.*, 18 So. Rep. 707 (La.) A railroad company is not liable for injuries to the business of a store-keeper caused by discriminations of its foreman against employees who trade at his store, for such conduct is in no sense within the scope of his employment.

Wills—Estate of Legatee—Promise to hold for another.—*Trustees of Amherst College et al. v. Ritch et al.*, 36 N. Y. Supp. 576. This is the famous Fayerweather will case. Where a testator devises his residuary estate to his executors absolutely, but with the understanding that they shall distribute the same among certain beneficiaries named in the will, the residuary legatees acquire no personal interest in the residuum, but take it as trustees.